

Yosemite National Park

2013

Commercial Use Authorization APPLICATION

For Commercial Passenger Transportation



NATIONAL PARK SERVICE
U.S. DEPARTMENT OF INTERIOR

Office of Special Park Uses
P.O. Box 700
El Portal, CA 95318

This application is used to request authorization to operate commercial passenger vehicles in Yosemite National Park during 2013. (Vehicles include sedans, limousines, vans, mini-buses and motor coaches use to transport passenger as a business.) There is no fee for the application or permit. Companies are required to pay an entrance fee based upon the seating capacity of the vehicle, reference condition #23. Please contact the Office of Special Park Uses at 209-379-1854 or 1851 if you have any questions regarding the application.

****This application must be completed, and the permit authorized prior to your company vehicles entering Yosemite National Park in 2013. Applications received after March 1, 2013 may be delayed up to 30 days for processing.**

In addition to the application, new companies must send the following documents.

- a.) **Proof of California State Public Utility Commission operating authority. (California companies)**
- b.) **Proof of Federal, Department of Transportation (DOT) or Motor Carrier (MC) operating authority. (Interstate operations, if applicable.)**
- c.) **Proof of current commercial general liability and commercial vehicle insurance listing "The United States of America, Yosemite National Park" as additional insured. (See condition #4 and #19.)**

Returning companies that had a valid 2012 CUA on file will be notified if any of the previously listed documents will be required to complete the permit process.

Please take time to read the permit conditions and attachments, then:

1. Fill in the Holder information in section one (1), located at the top of page 1. (Type or print legibly.)
2. Sign page one as the "Authorization Holder", located at the bottom of page #1.
This document must be signed by a representative or agent of the company who has legal authority to act for the company and to sign legal documents.
3. You must complete the Commercial Bus Operator Survey on page 13. All information fields must be filled out. **Failure to complete the survey will result in the denial of the permit application.**
4. Please print type or print your email address clearly. This will assist us to keep you informed of situations in the park that may have an effect upon your operation in the park.
5. Mail or Fax **All** required documents to this office. *KEEP A COPY OF ALL DOCUMENTS!*

Mail :

Office of Special Park Uses
Commercial Tours Permit Manager
P.O. Box 700
El Portal, CA 95318

Fax: 209-379-1853
Email: ruth_middlecamp@nps.gov

National Park Service
YOSEMITE NATIONAL PARK
Commercial Use Authorization

(2013 COMMERCIAL BUS OPERATIONS)

1. Holder (Fill in information below. Please print legibly.)

OWNER NAME ↓

Park Alpha Code: YOSE

COMPANY ↓

Authorization #: 8800-13- (Official Use Only)

MAILING ADDRESS ↓

Type of Use: Commercial Services

Date Compliance Approved: 08/2012
(PEPC# 41792)

TELEPHONE NUMBER ↓

↓ FAX NUMBER

Reviewed 08/2012

Expires 01/31/2014

Calif. PUC Authority # | Dept of Transportation Authority #

TCP-

DOT-

MC-

2. The Holder is hereby authorized to use the following described land or facilities in the above named area:
Areas within Yosemite National Park open to the general public and designated by the attached permit conditions.

3. The authorization begins on January 1, 2013

4. The authorization expires after January 31, 2014

5. SUMMARY OF AUTHORIZED ACTIVITY: (see attached sheets for additional information and conditions)
The Holder is authorized to operate for hire commercial passenger carrying vehicles (bus, van, auto and/or limousine) for the purpose of transporting private and commercial tour groups within Yosemite National Park.

XX Out- of- Park: The visitor services described above must originate and terminate outside of the boundaries of the park area. This authorization does not authorize the Holder to advertise, solicit business, collect fees, or sell any goods or services within the boundaries of the park area.

In-Park: The visitor services described above must originate and be provided solely within the boundaries of the park area.

6. Authorizing legislation or other authority: **Section 418, P.L. 105-391: 16 USC 5966; 36 CFR Parts 1-7**

7. NEPA Compliance: **CATEGORICALLY EXCLUDED** X EA/FONSI EIS OTHER APPROVED PLANS

8. NHPA Section 106 Compliance: No Effect No Adverse Effect, pursuant to conditions 31(G), 40, and 40(B).

9. APPLICATION FEE Received Not Required X Amount

10. LIABILITY INSURANCE: Required X Amount \$ **(Reference Condition #19, pages 5-6)**

11. COST RECOVERY: Required Amount \$ **350.00 (Fee Waived for commercial bus companies)**

ISSUANCE of this authorization is subject to the attached conditions. The undersigned hereby accepts this authorization subject to the terms, covenants, obligations, and reservations, expressed or implied herein.

12. Signatures.

Authorization Holder: _____ (_____)
Signature (Print Name & Title) Date

Authorizing NPS Official: _____
Signature (for) Superintendent Yosemite National Park Date

CONDITIONS OF THIS AUTHORIZATION

1. **False Information:** The Holder is prohibited from knowingly giving false information, to do so will be considered a breach of conditions and be grounds for revocation: [RE: 36 CFR 2.32(a)(3)].
2. **Legal Compliance:** The Holder shall exercise this privilege subject to the supervision of the park area Superintendent. The Holder shall comply with all applicable laws and regulations of the area and terms and conditions of the authorization. The Holder must acquire all permits or licenses of State or local government, as applicable, necessary to provide the services described above, and, must operate in compliance with all applicable Federal, State, and local laws and regulations, including, without limitation, all applicable park area policies, procedures and regulations. The commercial services described above are to be provided to park area visitors at reasonable rates and under operating conditions satisfactory to the park area Superintendent.
3. **Liability Claims:** This authorization is issued upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the (Holder), its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this agreement or occasioned by any occupancy or use of said premises or any activity carried on by the (Holder) in connection herewith, and the (Holder) hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.
4. **General Liability Insurance:** Holder agrees to carry comprehensive general liability insurance against claims occasioned by the action or omissions of the Holder, its agents and employees in carrying out activities and operations under this authorization. The policy shall be in the amount of ([See Condition #19 of this authorization](#)) and underwritten by a United States company naming the United States of America (National Park Service, Yosemite National Park, P.O. Box 700, El Portal, California, 95318) as additionally insured. Holder agrees to have on file with the park copies of the above insurance with the proper endorsements.
5. **Cost Recovery:** Cost incurred by the park as a result of accepting and processing the application and managing and monitoring the authorization activity will be reimbursed by the Holder. Administrative costs and estimated costs for activities on site must be paid when the authorization is approved. If any additional costs are incurred by the park, the Holder will be billed at the conclusion of the authorization.
6. **Benefit:** Neither Members of, nor Delegates to Congress, or Resident Commissioners shall be admitted to any share or part of this authorization or derive, either directly or indirectly, any pecuniary benefit to arise therefrom: Provided, however, that nothing herein contained shall be construed to extend to any incorporated company, if the authorization be for the benefit of such corporation.
7. **Transfer of Authorization:** This authorization may not be transferred or assigned without the written consent of the park area Superintendent.
8. **Termination of CUA:** This authorization may be terminated upon breach of any of the conditions herein or at the discretion of the park area Superintendent.

9. **Preference to Renew:** The Holder is not entitled to any preference to renewal of this authorization except to the extent otherwise expressly provided by law. This authorization is not exclusive and is not a concession contract.

10. **Construction:** The Holder shall not construct any structures, fixtures or improvements in the park area. The Holder shall not engage in any groundbreaking activities without the express, written approval of the park area Superintendent.

11. **Report of Gross Receipts:** The Holder is to provide the park area Superintendent upon request (and in any event, immediately after expiration of this authorization) a statement of its gross receipts from its activities under this authorization and any other specific information related to the Holder's operations that the park area Superintendent may request, including but not limited to, visitor use statistics and resource impact assessments.

12. **Record of Accounts:** The Holder is to maintain an accounting system under which its accounts can be readily identified with its system of accounts classification. This accounting system must be capable of providing the information required by this authorization. The Holder grants the United States of America and the General Accounting Office access to its books and records at any time for the purpose of determining compliance with the terms and conditions of this authorization.

APPENDIX SPECIAL PARK CONDITIONS

Definitions:

Holder: For the purpose of this authorization the word “Holder” shall mean a person, company and/or corporation to whom this Commercial Use Authorization (CUA) has been issued. This definition shall include employees and/or agents of the person, company and/or corporation to whom this authorization is issued.

Commercial Bus: For the purpose of this authorization the term “Commercial Bus” shall mean any type of commercial transportation service provided to park area visitors where passengers are conveyed into and/or out of the park area by motor vehicle for a direct to indirect fee or charge and, except for on-board interpretative services, no other services are provided. This definition includes, but is not limited to sedans, SUVs, mini-vans, vans, mini-buses, motor coaches, taxis and limousines used for commercial transportation services. This definition does not allow for guided hiking, backpacking or bicycling activities conducted by the Holder. (See Special Park Condition 22.)

Commercial Tour: For the purpose of this authorization the term “Commercial Tour” shall consist of one or more persons traveling on an itinerary that has been packaged, priced or sold for leisure or recreational purposes by an organization that realizes financial gain through the provision of the service. (Tours involving guided hiking, backpacking, photography workshops or other types of guided activities are required to obtain a separate CUA for those activities.) (See Special Park Condition 22.)

Non-commercial (Private Charter) Tour: For the purpose of this authorization the term “Non-commercial Tour, Private Charter and/or Private Charter Tour” shall mean a group that is traveling together, such as scouts, a club, a church or a family reunion that has created its own itinerary. This may also include not for-profit groups that derive no taxable income from providing leisure or recreational services (The tour must be initiated and planned by a private individual and/or group and must be operated on a not-for-profit basis. The use of a commercial bus for transportation of this group does not constitute a “commercial tour”. (Reference NPS Directors Order 22.) (Nonprofit tours involving guided hiking, backpacking, photography workshops or other guided activities may be required to obtain a separate Special Use Permit for those activities.) (See Special Park Condition 22.)

Tour Group: Unless otherwise specified, for the purpose of this authorization the term “Tour Group” shall mean any group of passengers, private or commercial, using any mode of commercial transportation to travel in Yosemite National Park.

National Park Service Regulations: Information on National Park Regulations (Title 36, Code of Federal Regulations, sections 1-7) and the Superintendent’s Compendium for Yosemite National Park may be accessed at <http://www.nps.gov/yose/parkmgmt/lawsandpolicies.htm>.

13. **Acknowledgement** - In accepting this authorization, the Holder acknowledges that the proposed activity, in order to qualify for a Commercial Use Authorization (CUA), must bear a direct relationship to the purpose for which the Park was established, *i.e.*, visitor understanding and enjoyment of the Park. Even though the activity may be primarily recreational in nature, the Holder agrees to provide time, stops, and talks to accurately explain the natural ecosystems, history and culture of the Park to their clientele.

14. **Out of Park Business** - Services must originate and terminate outside of the boundaries of the park area. The Holder may not advertise, solicit business, collect fees, or sell any goods or services within the boundaries of the park.

15. **Carry Permit:** The Holder shall carry a copy of the **entire** twelve (12) page, 2013 Commercial Use Authorization, along with the parking information, onboard all buses entering Yosemite National Park.
16. **Use Limits** - It is expressly understood that the Superintendent may impose public use limits based upon his authority stated in Title 36 of the Code of Federal Regulations, Section 1.5. Furthermore, **it is understood that possession of this Authorization does not guarantee entry into Yosemite National Park or access to all areas of the Park**, and that entrance into the Park or designated areas within the Park may be closed or restricted from time to time in response to crowded conditions or natural events. It is also understood that access to Yosemite National Park and designated areas within the Park may be restricted in the future to protect Park resources and assure quality visitor experiences, or due to the implementation of special park projects.
17. **Employee / Agent Responsibility** - The Holder and all participants authorized herein must comply with the conditions of this authorization including all exhibits or amendments or written directions of the Park Superintendent. The Holder shall insure that all employees and customers (Tour Group Company/Guides) entering the Park are informed of all "Special Park Conditions" of this authorization. (The Holder may be cited for any violations of the authorization committed by their employee and/or agent while acting under this authorization.)
18. **Damages** - The Holder shall pay the United States for any damage resulting from this use, which would not reasonably be inherent in the use, which the Holder is authorized to make of the park area described in this authorization.
19. **Indemnification** - The Holder shall save, hold harmless, defend and indemnify the United States Government, its agents and employees for losses, damages or judgments and expenses on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage of any nature whatsoever, and by whomsoever made, arising out of the activities of the Holder, his employees, subcontractors or agents under this authorization.
- A. (1) The Holder shall purchase at a minimum the types and amounts of insurance coverage as stated herein and agree to comply with any revised insurance limits the Director may require during the term of this authorization.
- (2) The Holder shall provide the Superintendent with a Statement of Insurance and Certificate of Insurance at the inception of this authorization and upon renewal of insurance thereafter, and shall provide the Superintendent thirty (30) days advance written notice of any material change in the Holder's insurance program hereunder.
- (3) The Superintendent will not be responsible for any omissions or inadequacies of insurance coverage and amounts if such prove to be inadequate or otherwise insufficient for any reason whatsoever.
- B. General Liability. The Holder shall provide comprehensive general liability insurance against claims occasioned by actions or omissions of the Holder in carrying out the activities and operations authorized hereunder. Such insurance shall be in the amount commensurate with the degree of risk and the scope and size of such activities authorized herein, but in any event, the limits of liability shall not be less than limits set by the Federal Motor Carrier Safety Administration (FMSCA) for interstate motor carriers and by the California Public Utilities Commission for California (CPUC) based motor carriers.
- | <u>Amount of Coverage</u> | <u>Vehicle Seating Capacity</u> |
|---------------------------|--|
| (1) \$750,000 | for any vehicle with a seating capacity of 7 passengers or less. (CPUC) |
| (2) \$1,500,000 | for any vehicle with a seating capacity of 15 passengers or less. (FMCSA) |
| Or - | for any vehicle with a seating capacity 8 passengers through 15 passengers, inclusive (CPUC) |

- (3) \$5,000,000 for any vehicle with a seating capacity of 16 passengers or more.(FMCSA & CPUC)

C. The Holder shall provide insurance coverage based upon the largest capacity vehicle it will operate in the Park. The Superintendent reserves the right to revise the minimum required limits. If claims reduce available insurance below the required per occurrence limits, the Holder shall obtain additional insurance to restore the required limits. An umbrella or excess liability policy, in addition to a comprehensive general liability policy, may be used to achieve the required limits.

- (1) All liability policies shall specify that the insurance company shall have no right of subrogation against the United States of America and shall provide that the **United States of America is named as Additional Insured.**

20. Acknowledgement of Risk (Waivers of Liability) – NPS policy states that operators cannot require visitors (clients) to waive their right to hold CUA holders responsible for actions.

- A. The Holder **is not** permitted to require clients to sign a waiver of liability statement or form, insurance disclaimer and/or indemnification agreement.
- B. The Holder is permitted to request or require clients to sign an acknowledgement of risk statement or form prior to participation.
- C. The Holder may require or request a client sign a form or statement indicating that the client has certain prerequisite skills that may be required to participate in the commercial activity.
- D. If the Holder uses an acknowledgement of risk form, a current copy of the form must be sent to the Office of Special Park Uses for written approval prior to issuance of the CUA. A CUA will not be approved if the Acknowledgement of Risk for is not approved by the park.
- E. A sample Acknowledgement of Risk form may be obtained by contacting the Office of Special Park Uses at 209-379-1851 or by going to the park website <http://www.nps.gov/yose/parkmgmt/businesswithpark.htm>

21. Advertising - Advertising for the authorized activity shall not state or imply endorsement by Yosemite National Park or the National Park Service. Commercial photography or commercial filming of advertisements within Yosemite National Park may require a separate filming permit which must be approved by the Superintendent. (Contact the Office of Special Park Uses at (209) 379-1858 for further information.)

22. Additional Permits – The Holder may be required to obtain additional permits to conduct activities not authorized by this permit. It is the responsibility of the **Commercial Tour Operator** to obtain any additional authorization for activities not covered under this CUA. Examples of additional authorization requirements, though not limited to these, are any situations requiring a wilderness use permit, guided hiking on park trails, livestock use, educational seminars, etc. **(Note) Commercial bicycle tours are not allowed within Yosemite National Park.** For additional information or authorization regarding additional tour activities contact the Office of Special Park Uses at (209) 379-1851.

23. Entry Fees** - Holder agrees to pay **all applicable** entrance fees in effect at the time of arrival at the Park entrance station or designated fee collection site. The entrance fee must be paid in full at the time of entry, or upon exit if the entrance station is closed during entry. It is **mandatory** that drivers or group leaders have in their possession an authorized credit card, company check, money order or the correct amount of cash to pay the entrance fee in full. Companies paying by check must write their tax identification number (TIN) on the front of the check.

Commercial Fee:

- Commercial sedan (up to six (6) seats) \$25 commercial vehicle fee plus \$10/passenger.
- Commercial van (seven (7) to fifteen (15) seats) \$125.
- Commercial mini-bus (sixteen (16) to twenty five (25) seats) \$200.
- Commercial motorcoach (twenty six (26) or more seats) \$300.

Note that fees are based on seating capacity not occupancy. The seating capacity is determined by the original vehicle capacity as designed by the manufacturer of the vehicle, not on the number of passengers in the vehicle or the passenger capacity of the vehicle after any subsequent retrofitting, such as the removal of seats. Passenger capacity excludes driver.
(Contact the Fee Management office at 209-372-0207 for further information. The Park entry fee allows for a consecutive seven-day visit. For a group making a multiple day visit to Yosemite the entry fee entitles the "same group" on the "same bus/vehicle" to enter for up to seven consecutive days for the one entry fee. Checks may be made payable to the "Department of Interior/National Park Service" or "DOI / NPS. Checks must have the company tax identification number (TIN) written on the front.)

24. Fee Fraud - Attempting to avoid payment of appropriate fees is a violation of federal law. **Any attempt to avoid paying the required fees will result in the revocation of this authorization and the Holder will be subject to criminal prosecution.**

25. Safety - The Holder shall take every reasonable precaution to ensure the safety of its clients, its employees, other Park visitors, and Park employees.

26. Harassment - Any harassment or threats to any park visitor or NPS employee by the Holder will result in the suspension and/or revocation of this authorization.

27. Proof of Operating Authority: The Holder shall provide the Superintendent with proof of current operating authority from the California Public Utilities Commission (PUC), for companies providing **intrastate** trips within California, and/or from the Department of Transportation (DOT) for all companies providing **interstate** trips. It is the responsibility of the Holder to update this office regarding any changes, updates or additions to their carrier authority. Failure to do so may result in the suspension of this authorization until the updated information is received in this office.

28. Suspension or Revocation of PUC and/or DOT Authority: If, for any reason, the Holder's PUC and/or U.S. Department of Transportation authority is placed in any status other than "Active", this Authorization will be immediately suspended and the Holder will not be allowed to enter Yosemite National Park. No prior notice of this suspension by Yosemite National Park is necessary. After such a suspension has occurred, the Holder must apply for reinstatement of their CUA, show proof of their reinstatement by PUC and/or DOT and receive written authorization from Yosemite National Park **prior** to entering the Park.

29. Park Surveys: The Holder agrees to cooperate in surveys conducted by Yosemite National Park, designed to assist in Park management actions.

30. Rules of the Road - All vehicles will comply with posted traffic regulations. The Holder shall take every safe opportunity to use roadside turnouts to allow traffic to pass.

31. Scenic View Stops – Buses travelling through the Yosemite Valley are limited to the use of the following locations: (The availability of these areas is dependent upon activities in these areas.)

- A. **Wawona Road** (Hwy 41), Tunnel View and Inspiration Point.
- B. **Bridalveil Straight** (Bridalveil Fall and El Capitan View area), on either side of one-way road (Southside Drive, eastbound). Buses are prohibited from entering the Bridalveil Fall parking lot.
- C. **Sentinel Bridge**, to view Half Dome. Buses must only park in the marked bus parking spaces, located on the North side of the bridge.
- D. **Devil's Elbow**, Northside Drive (westbound), on the right side leaving Yosemite Valley and prior to El Capitan Meadow.
- E. **El Capitan Meadow Straight**, Northside Drive (westbound), on left side of roadway in paved parking area.
- F. **Valley View**, Northside Drive (westbound), in paved parking area on the left side of the road, leaving Yosemite Valley, and prior to the Hwy 41/140 split.
- G. **Fern Springs**, No **stopping is allowed at the Fern Springs** turnout located on Southside drive, just past the Pohono Bridge. (**This includes all commercial buses and vans.**)

32. **Designated Drop Off Points: The National Park Service reserves the right to specify in-park drop-off and pick-up points for use by the Holder. *Holders operating **mini-buses and/or motor coaches** must use designated passenger loading/unloading zones and bus parking areas. The Holder must follow instructions from Park Rangers and/or Traffic Managers regarding loading/unloading passengers and bus parking.*

- A. (**Yosemite Valley** – refer to the 2013 Yosemite Valley Commercial Tour Bus, Parking, Loading and Unloading Information Sheet.) Unless prior written authorization is given by the Superintendent or the exceptions listed below in paragraphs **C** and **D** are met, all mini-buses, full-size buses and motor coaches must drop off their passengers at the “Yosemite Lodge...” bus loading/unloading zone. For passenger safety, drivers are not allowed to use the bus parking lots to load and unload passengers.
- B. (**Village Store**) Buses and vans are restricted from using the Village Store parking area to drop-off or pick up passengers!

(Regarding “Designated Drop-Off Points”, the following exceptions apply;)

- C. (**The Ahwahnee Hotel**) Buses with groups that have hotel or meal reservations at the Ahwahnee Hotel may drive to the Ahwahnee shuttle bus stop or area directed to by a bellman to off-load or load their passengers. The bus must then be driven to the “Yosemite Lodge...” bus parking lot. Passengers should be instructed to be at the designated pick-up point at least fifteen (15) minutes prior to the buses arrival to pick up the group. Buses may be cited if they block the Ahwahnee shuttle bus stop for longer than five (5) minutes.

(Regarding “Designated Drop-Off Points”, the following exceptions apply;)

- D. (**Curry Village**) Buses with groups that have hotel or meal reservations at Curry Village may drive to the Curry Village Tour Deck bus stop to off-load or load their passengers. After unloading their passengers the bus must be driven to the “Yosemite Lodge” bus parking lot. Passengers must be instructed to arrive at the designated gathering point at least fifteen (15) minutes prior to the buses arrival to pick up the group. Because this location is shared by the DNC Tram-tour, buses may be cited if they block the Curry Village Tour Deck bus stop for longer than ten (10) minutes.

- (1) (Yosemite Institute & School Buses)** Buses transporting Yosemite Institute groups and school groups to their lodgings at Curry Village should contact Ranger Dave Henderson (209-379-0600) for information regarding passenger drop-off and bus parking.

33. Bus Parking: Possession of this authorization does not guarantee the availability of bus parking within Yosemite National Park. The Holder will abide by all special parking requirements as designated by the Superintendent.

A. (Developed areas) The Holder may not park in residential areas.

B. (Parking Lots) Buses may not park in, or across, designated car parking spaces.

C. (Double parking) is prohibited.

D. (Yosemite Valley) – (*Vans or smaller vehicles are not included in this condition.*) Except when picking-up or dropping-off passengers, buses must be parked in authorized parking lots. Drivers may not use their bus for personal transportation within Yosemite Valley. When the shuttle bus system is operating drivers must use the free shuttle bus or arrange other transportation.

E. (Roadside Turnouts) The Holder will allow only one bus at a time, per company, to park at the following scenic turnouts:

(1)**Devil's Elbow**, located along Northside Drive approximately ¼ mile west of the El Capitan Picnic Area.

(2)**Bridalveil View**, located approximately ½ mile west of El Capitan Meadow on Northside Drive.

(3)**Valley View**, located along Northside Drive approximately ¼ mile east of the Pohono Bridge/Hwy 140 cross over.

(The popularity of these locations requires that large vehicles be kept to a minimum to allow for use by the general public. Company buses should plan to stagger their stops at these locations when traveling in groups.)

F. (Mariposa Grove of Big Trees) Buses and other vehicles over forty (40) feet in length are prohibited on the Mariposa Grove Road. (This includes buses with groups holding Educational Fee Waivers.) Vehicles towing trailers are prohibited on the Mariposa Grove Road. Parking at the Mariposa Grove of Big Trees is limited. When the bus parking lot at the Mariposa Grove fills to capacity, the inbound lane to the Grove will be closed to all buses. Buses will be directed to the free Big Trees (Grove) Shuttle Bus, located at the Wawona Store parking lot, to off-load their passengers when this service is available.

G. (Wawona Store Parking Lot) Buses may not park in or across designated car spaces or on the roadways. Unless directed otherwise by a Park Ranger, buses should park in the dirt lot across from the store, on the west side of the Wawona Road (Hwy 41) after unloading their passengers at the Mariposa Big Trees Shuttle Bus Stop or Pioneer History Center. Bus passengers should not be allowed to cross the Wawona Road (Hwy 41) to access the shuttle buses or tour buses parking area.

H. (Tuolumne Grove Parking Area:** The Tuolumne Grove parking area has limited parking space. Buses and Mini-buses may not park in the main parking lot. While bus parking is not recommended for this area, buses will be allowed to park in the overflow area, located along the access road on the south side of the parking lot, if space is available. The access road may not be blocked by vehicles parking in that section. (See Tuolumne Grove parking map.)

34. Off-loading Passengers - The Holder will be responsible for controlling passengers at those places where the vehicle stops and off-loads. The Holder shall ensure that clientele do not obstruct vehicular or pedestrian traffic. This will include keeping passengers from walking into the roadway and obstructing traffic, and from walking in the areas posted as sensitive, where resource damage may result. Loading or unloading of passengers on to roadways, driveways, handicapped parking stalls, etc. is prohibited.

35. Idling: The Holder is prohibited from allowing their vehicle engine to idle more than five (5) minutes per stop. Vehicle engines must be shut off if the stop will last longer than five (5) minutes. This includes idling while waiting in parking areas or wayside turnouts.

36. Vehicle Exhaust: All vehicles will be properly maintained to insure that the exhaust produced is not beyond what is allowed by law. Excessive exhaust from vehicles will be immediately corrected. Violation will result in enforcement of State and Federal laws regarding emissions.

37. Length and Size Limits: Commercial passenger carrying vehicles exceeding forty-five (45) feet in length or 102 inches in width are prohibited within Yosemite National Park. Additional size restrictions may be added for any Park roadway when deemed necessary by the Superintendent.

The following restrictions currently apply to specific park roadways:

- A. **Hwy 140, El Portal Road:** *On Highway 140, within Yosemite NP, commercial passenger carrying vehicles exceeding twelve (12) feet six (6) inches in height, and/or 102 inches in width are prohibited.*
- B. **Hetch Hetchy Road:** Buses and other vehicles, and combination of vehicles over 25 feet in length, and 96 inches wide are prohibited on the Hetch Hetchy Road.
- C. **Mariposa Grove Road:**
Unless permitted by the Superintendent, buses and other vehicles over forty (40) feet in length are prohibited on the Mariposa Grove Road. Vehicles towing trailers are prohibited on the Mariposa Grove Road. There is a seven (7) ton weight limit on the road.
(Parking at the Mariposa Grove of Big Trees is limited. When the bus parking lot at the Mariposa Grove fills to capacity, the inbound lane to the Grove will be closed to all buses at the gate located near the South Entrance Station. Buses will be directed to the free Big Trees Shuttle Bus Stop, located at the Wawona Store parking area, to off-load their passengers when this service is available. This does not include buses operated by the concessioner.)
- D. **Glacier Point Road:** Due to the narrow road conditions, **private buses, commercial buses and school buses exceeding thirty (30) feet in length are prohibited from driving beyond the Badger Pass Turnoff to the Glacier Point area.** Vehicles towing trailers are prohibited beyond the Sentinel Dome park lot. (Do not leave trailers at Sentinel Dome. Trailers may be left at the Badger Pass parking lot.)
- E. **Glacier Point:** Due to the limited parking the following conditions exist;
 - (1) Mini-Buses and Vans may not use the bus passenger drop-off area in front of the Glacier Point restrooms to drop-off or pick-up passengers, unless loading or off-loading persons with mobility impairments, the vehicle must then be moved and parked in an approved parking space. This area is to be used for concessioner buses and emergency vehicles only.
 - (2) Mini-Buses must park within the designated bus parking lanes located at the upper parking lot and may not park in a manner so as to block traffic flow or blocking individual auto parking spaces.
 - (3) Vans are prohibited from parking in the Bus/RV parking area even when all car spaces are taken.(Refer to paragraph 4, "Overflow Parking")
 - (4) Overflow Parking: There is limited parking at Glacier Point. In the event that there is no available parking at the Glacier Point parking lot, mini-buses and vans must park at Washburn Point while waiting for their group. Passengers are to be picked up at the upper Glacier Point parking lot in the bus parking area. Mini-Buses and vans are not to be left unattended during this pick up time if parking is unavailable, and may not park in any manner so as to block traffic flow.

38. Tire Chains (tire traction device): The Holder's vehicle(s) must be equipped with, and be carrying approved traction control devices when entering chain control areas within Yosemite National Park. **Bus may use Caltrans approved cable chains.** Vehicles with an unladen weight over 6,000 pounds (6,500 lbs. for four wheel drive) must use approved tire traction devices when restriction level 1 (R-1) conditions exist, Chain Control Signs will read "Autos with Snow Tires or Chains .O.K.." Note: **In the event that conditions exist that necessitate the use of metal link chain traction control devices, cable chains will not be allowed.**

[Chain controls are "Active" when the chain control signs are displayed, facing oncoming traffic. Yosemite National Park does not use an electronic flashing light system to notify drivers of "Active" chain control areas. Vehicles must chain up at the first safe turnout available nearest the "Active" chain control sign.]

39. Picnicking:

- A. Unless authorized by the Superintendent in writing, motor coaches and mini-buses are **prohibited from entering the following picnic areas:**
 - (1) **Cathedral Beach Picnic Area** (Yosemite Valley)
 - (2) **Sentinel Beach Picnic area** (Yosemite Valley)
 - (3) **Murphy Creek Picnic Area** (Tenaya Lake)
- B. The Holder may not allow passenger to use the shuttle bus bench areas for picnicking. These areas are for shuttle bus loading and unloading only.
- C. **Swinging Bridge Picnic Area:** Buses are prohibited from using the Swinging Bridge parking lot located in Yosemite Valley on Southside Drive approximately ¼ mile west of the Yosemite Chapel.

40. Supervision/Compliance: *The Holder shall provide adequate supervision of its employees and clients to ensure that the Park's geological, biological, historical and archeological resources are not disturbed. The Holder is responsible for informing its employees and clients of Park regulations and assuring compliance.*

Supervision includes, but is not limited to:

- A. **Area Use:** The area(s) authorized for use under this authorization must be left in substantially the same condition as it was prior to the activities authorized herein, with all refuse properly disposed of as required by the Superintendent.
- B. **Protection of Natural Resources and Cultural Artifacts (Historic and Prehistoric)** - *Holder will not allow passengers to disturb or remove any natural, cultural and/or historic items from the Park, including arrowheads or similar artifacts. Rocks, flowers, plants and parts of plants (alive or dead) as well as other natural resources may not be removed.*
- C. **Feeding Wildlife** - Park regulations prohibit the feeding of any wildlife in Yosemite National Park; Holder will enforce this regulation with its passengers.
- D. **Unattended Food:** Food may not be left unattended if not stored in approved storage containers. Food will be considered to be unattended when it is placed outside of the bus and not within arm's reach of the agent or client. Food, such as lunch boxes, left unattended may be confiscated and the agent and/or company cited for improper food storage
- E. **Trash Items – Food refuse including wrappings and containers must not be placed into open-topped dumpsters.** *The Holder must not leave any items on top-of or next-to garbage cans, this is considered improper disposal. The Holder must supply a large garbage bag for their group to collect the group's garbage when supplying box or bag lunches. All garbage and refuse must be placed into bear resistant garbage cans, or transported out of the Park by the Holder.*

F. *Cigarette Butts*– The Holder will **not allow passengers and/or drivers who smoke to discard their cigarette butts on the ground.** A container must be provided for this purpose and passenger be made aware of this regulation.

41. Restroom Facilities Restricted Use: Due to health and safety issues the following areas are specifically closed to motor coach and mini-bus passenger use:

- A. All Park Entrance Station restrooms.
- B. Tuolumne Grove Parking area restrooms located at Crane Flat.
- C. Swinging Bridge picnic area restrooms located in Yosemite Valley.
- D. The El Portal Market (no public restrooms available)
- E. The El Portal Chevron Station

Under no circumstances will the Holder allow clients to dispose of human body waste anywhere except in approved restroom facilities, provided for that purpose.

(Small, Park roadside restroom facilities, such as those at the Park entrance stations and other roadside turnouts, cannot handle the sudden large volume of use that occurs when large groups use the facilities. Groups should try to plan rest stops at larger facilities prior to entering the Park or use those facilities listed below while in the Park. Violators may be held responsible for all cost associated with pumping and cleaning to these restrooms as well as the any resource damage that might occur or cost of mitigation.

Bus passengers may use facilities that are built to handle a large volume of use, such as those located at the:

- >Chinquapin/Glacier Point Rd. Junction
- >Valley Visitor Center
- >Yosemite Lodge
- >Yosemite Falls Picnic Area,
- >Yosemite Village Store/Grill Shopping Area
- > Yosemite Village/Degnan's Deli
- > Tuolumne Meadows Visitor Center

42. Report of Incidents: The Holder is required to report ANY personal injury and/or property damage incident occurring within the Park involving Holder vehicles, clientele, and/or employees. The report must be made to a Law Enforcement Ranger at the first available opportunity before leaving the Park. A report will consist of a written or verbal description of the incident. *(If a Park Ranger is unavailable, a report may be made by calling the Park Desk Officer at (209) 372-0608 or a brief written report stating the basics of the incident: who, what, where, when, and how, may be left with the nearest Entrance/Exit Station or faxed to this office.)* The Holder must cooperate with any investigation of the incident by National Park Service personnel.

43. Park Information: The Holder will insure that information provided through tour leaders, brochures, literature, or advertising to Park visitors is accurate and reflects the most current information available to depict park flora, fauna, geology, culture, and history. *(Some information may be found on the Park web-site at www.nps.gov/yose. For Road and weather information inside of Yosemite call (209) 372-0200.)*

44. Client Information: Upon request, the Holder must provide names, addresses, and phone numbers of tour clientele or any other reasonable statistical information regarding authorized, permitted activities conducted within Yosemite National Park.

45. Commercial Passenger Vehicle Safety Inspections: The Holder shall cooperate fully regarding the inspections of commercial tour vehicles in Yosemite National Park. (For visitor safety the Superintendent has authorized a program for Commercial Tour Vehicle safety inspections to be conducted, unannounced, each year in the Park. Vehicles are checked for safety and mechanical deficiencies, compliance with current state and federal laws and regulations. Drivers licenses, medical certificates and logbooks are also checked.)

2013 COMMERCIAL TRANSPORTATION OPERATOR SURVEY

Owner Name: _____ **Contact Person** (if different): _____

Company Name: _____ **Tax ID #** _____

Mailing Address: _____ **Email:**(Contact Person) _____

_____ **Email:**(Company) _____

_____ **Website:** _____

Phone: _____ **Fax:** _____

EMERGENCY PHONE NUMBER (_____) _____ (24 hr contact for emergencies)

- 1) What type(s) of commercial vehicles will you operate in Yosemite NP? (Check all that apply)
Sedan /Limo ____; Van ____; Mini-bus ____; Motorcoach (40 foot) ____; Motorcoach (45 foot) ____
- 2) Do you own, or are you planning to acquire, alternative fueled vehicle(s) Yes No (circle one)
If yes list when, what type and, passenger capacity, _____
- 3) Besides road based sightseeing tours, does your company engaged in any of the following commercial guiding activities in Yosemite NP? (Check all that apply) Guided Backpacking ____
Guided Day-hiking ____ Guided Nordic Activities ____ Photography Instruction ____
Other _____
- 4) Does your bus company offer trips to Yosemite National Park using buses designed for access by persons with disabilities? (circle one) Yes No
- 5) Does your bus company offer or plan to offer trips into the park for private nonprofit charter groups? Yes No

The following is required information and must be completed if you visited Yosemite during 2012. (Failure to complete all information will result in the denial of your permit application.)

- 6) Including **2012**, how many years has your company been bringing visitors to Yosemite?... _____
- 7) How many trips did your company make to Yosemite during **2012**?... _____
- 8) How many passengers did you bring to Yosemite during **2012**?... _____
- 9) On average, how much time did your clients spend in the Park per trip? Give information for both types of trips if they apply.
For day-use-only trips, show *average* number of hours per day: _____(hrs/day)
(Overnight visits to the park, where clients stay outside of the park should be shown as day trips)
For trips involving overnight stays inside the park, show only the *average* number of nights per trip.
(Even if your clients spent part or all of the day in the park.) _____(nights/trip)
- 10) What were the annual gross receipts generated as a result of bringing groups to Yosemite in **2012** (calculate info only for the Yosemite portion of your trips) This is required information.
\$ _____
- 11) How was the answer to #10 calculated? _____

12) Did you have any reportable motor vehicle accidents or personal injuries occur within the Park during your visit(s) in **2012**? Yes ____ No ____ (If yes, please use a separate sheet of paper to explain the circumstances, be sure to include the date and type of accident or injury and a brief statement of the incident.)

Yosemite National Park Access Routes And Vehicle Size Restrictions

Yosemite Valley may be accessed by way of the following routes, via **Highway 41**, through Oakhurst, entering through the park's *South Entrance*; via **Highway 120**, through Groveland, entering through the park's *Big Oak Flat Entrance*; via **Highway 140** through Mariposa, entering through the park's *Arch Rock Entrance*; via **Highway 120 (from Highway 395)** through Lee Vining, entering through the park's *Tioga Pass Entrance*.

Vehicle Size Restrictions/Access

(1) The Hetch Hetchy Road:

25-foot maximum length, 96 inch maximum width.

(2) The Tioga Road:

Closes due to snow, usually from sometime in November through late May or early June. The road closure extends from the Tuolumne Grove, just east of Crane Flat, to the Tioga Pass Entrance Station. When the Tioga Road is closed, it is not possible to drive to Tuolumne Meadows or enter Yosemite National Park from the east.

(3) Highway 140:

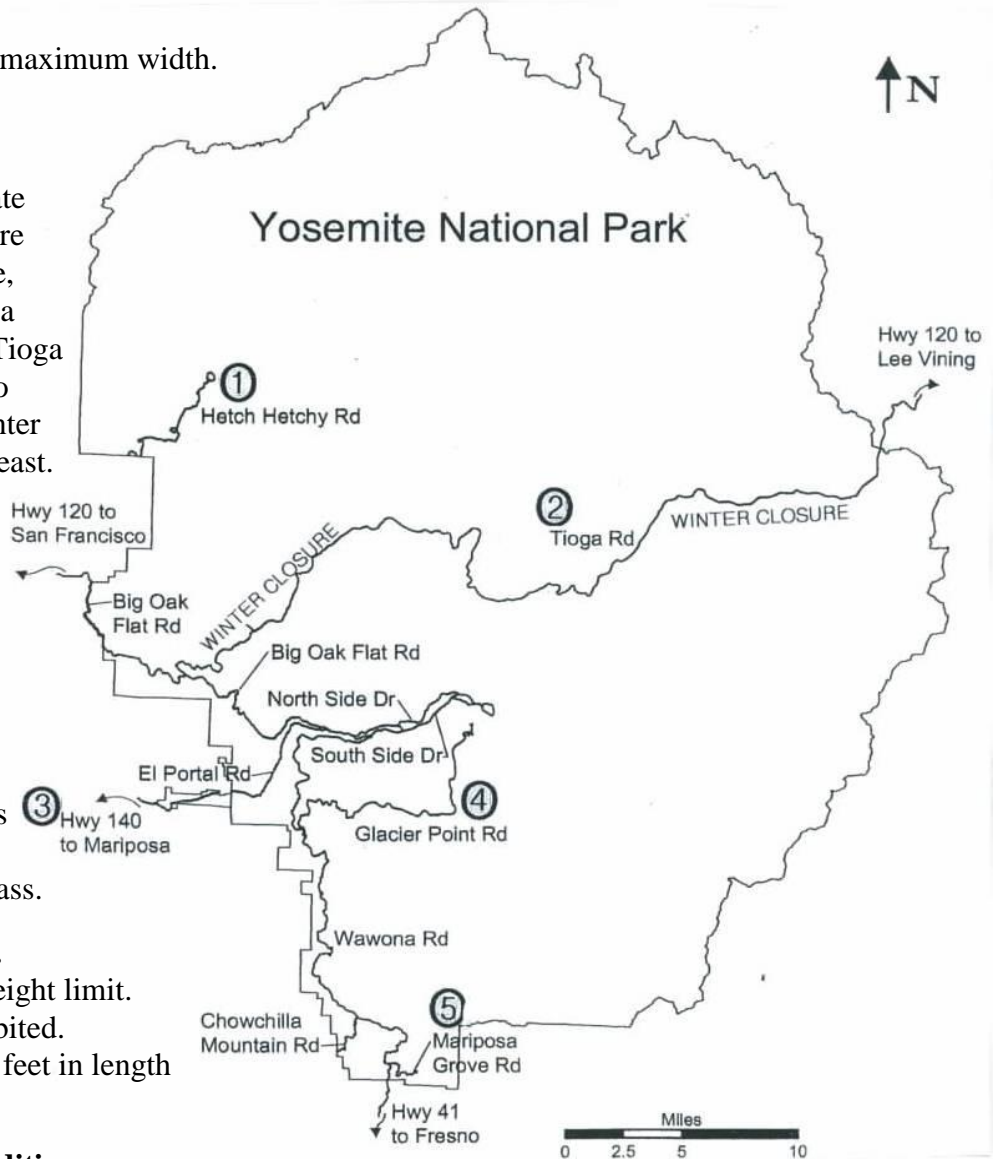
Five miles west of El Portal, 45 feet maximum length through the Caltrans bridge detour. (Expect 10 minute delays.)

(4) The Glacier Point Road

(beyond Badger Pass):
30-foot maximum length. Vehicles pulling trailers are prohibited.
*Winter closure beyond Badger Pass.

(5) Mariposa Grove (Big Trees) Rd.

40-foot maximum length. 7 ton weight limit. Vehicles pulling trailers are prohibited. Non commercial vehicles over 25 feet in length are prohibited.



Changing Road & Weather Conditions

Road and weather conditions can change quickly in Yosemite National Park. The timing of your visit will determine what park roads are open and the need for vehicle tire chains/cables. All park roads are subject to snow and icy conditions. It is required by law that you carry Caltrans approved tire chains or cables when visiting Yosemite between the months of November and April, as a sudden snowstorm could make them mandatory. Vehicles with a gross vehicle weight (GVW) of greater than 6000 pounds must use tire chains/cables when chain controls are activated at any level.

Note: For road conditions inside of Yosemite NP call 209-372-0200.

For road conditions outside of Yosemite NP call Caltrans at 1-800-427-7623 (ROAD).

Yosemite National Park

National Park Service
U.S. Department of the Interior

Yosemite National Park
P.O. Box 700
El Portal, CA 95318



2013 Yosemite Valley Bus Parking Rules (Parking, Loading and Unloading Information Sheet)

****ALL PERMIT CONDITIONS, RULES AND REGULATIONS WILL BE STRICTLY ENFORCED WITHOUT EXCEPTION.** The driver and/or the tour guide may be cited for violations of these rules. **Multiple violations will result in the suspension of the bus company's Commercial Use Authorization.**

There are **"6"** photo locations in "Yosemite Valley" where you may stop:

- **Highway #41 and Tunnel View** (also known as Inspiration Point or Discovery View.)
- **Bridalveil Straight** (Southside Drive parking area – either side of one way road. Do not allow passengers to step out into traffic lanes when off-loading. The driver or guide must direct passengers away from traffic lanes and to crosswalks when crossing roadways.)
- **Half Dome View from Sentinel Bridge** in marked bus parking space north of the bridge.
- **Devil's Elbow** on the right side leaving the Valley.
- **El Capitan Meadow Straight-away** on the left side of the roadway to observe climbers.
- **Valley View** on the left side of the roadway just prior to the highways #41 & #120, #140 split.
- ****Buses and/or vans are not allowed to stop at Fern Creek, located on Southside Drive near Pohono Bridge.**

Bus Parking In and Around Yosemite Village

All bus parking for mini-buses & motor coaches is located at the Yosemite Lodge, bus lots A, B or C. No other commercial bus parking is authorized in Yosemite Village. Buses and vans are restricted from entering the Village Store parking area to drop off or pick up passengers! Sedans and vans may park at the Camp 6 parking area located near the Village Store.

Passenger Loading and Unloading in Yosemite Valley

- 1) ***Commercial Vans and Sedans are to use parking areas designated for the general public.***
- 2) **Buses and Mini-buses must drive to Yosemite Lodge and unload in the posted area. (There are no other unloading or loading locations in Yosemite Valley with the exception of the Ahwahnee Hotel and Curry Village, and then, only if the tour passengers have reservations for meals or lodging at these locations.)**
- 3) **After unloading your passengers move to the designated bus parking areas and park as directed.**
- 4) **Have your passengers assembled and waiting behind the Lodge office in the amphitheater area 15 minutes prior to scheduled pick up time.**
- 5) **If, at loading time, the tour is missing members, the tour guide should leave a message with the Yosemite Lodge Hotel Receptionist while the bus returns to the bus parking area to park and wait for the missing member.**
- 6) **Buses are restricted from waiting in the loading/offloading area.**
- 7) **Buses may not allow passengers to load or unload in the bus parking area. (For exception, see #5)**
- 8) **Vans are not allowed to park in the bus parking area.**

Bus Loading and Unloading at :

Curry Village

(For use only by groups with lodging or meal reservations at this location.)

- Stop in front of the Curry Village registration office area to unload and load passengers and luggage.
- After unloading, return to the parking area at Yosemite Lodge and park your bus.

Bus Loading and Unloading at:

Ahwahnee Hotel

(For use only by groups with hotel or meal reservations at this location.)

Unload in front of the hotel in the designated bus lane. After unloading return to the parking area at Yosemite Lodge and park your bus.

NOTE:

- Due to parking limitations at both, the Ahwahnee Hotel and Curry Village, buses may not arrive any earlier than 5 minutes prior to their scheduled pick up times and must leave the area once passengers are loaded. Early arrivals will be sent out of the area until passengers are assembled and ready to load. 5 minute idle limitations apply here as well. If the driver is missing a visitor they should leave the area and return to the Yosemite Lodge bus parking lot. Drivers/guides must leave word with the concierge or front desk that they will wait at the Yosemite Lodge bus parking lot for the missing passenger, or leave a message regarding the Tour plan to meet up with the individual. Buses must not block the park shuttle bus access.

Idling Buses

Maximum idle time at any location in Yosemite National Park is five (5) minutes. The only exception to this idle time rule is for initial start up with a cold engine or while actively loading and unloading passengers. It is not for the use of air conditioners, heaters or other passenger/driver comforts. This rule is strictly enforced.

Shuttle Bus Lanes

Commercial buses are not permitted to use, or stop in, the Shuttle Bus lanes or Shuttle Bus parking areas.

Picnic Areas

Bus visitors may picnic at Swinging Bridge, after being unloaded in the authorized area previously described. After unloading, visitors may walk to Swinging Bridge by accessing the paved path located behind bus lot C. No food preparation is permitted in the bus loading/off loading area or parking lot. Please distribute lunches in your bus before off-loading. Shuttle Bus benches are for the use of shuttle bus passengers and may not be used for picnic seating. All garbage must be placed inside of an authorized, closed-top garbage receptacle or bagged and taken out of the park by the tour group.

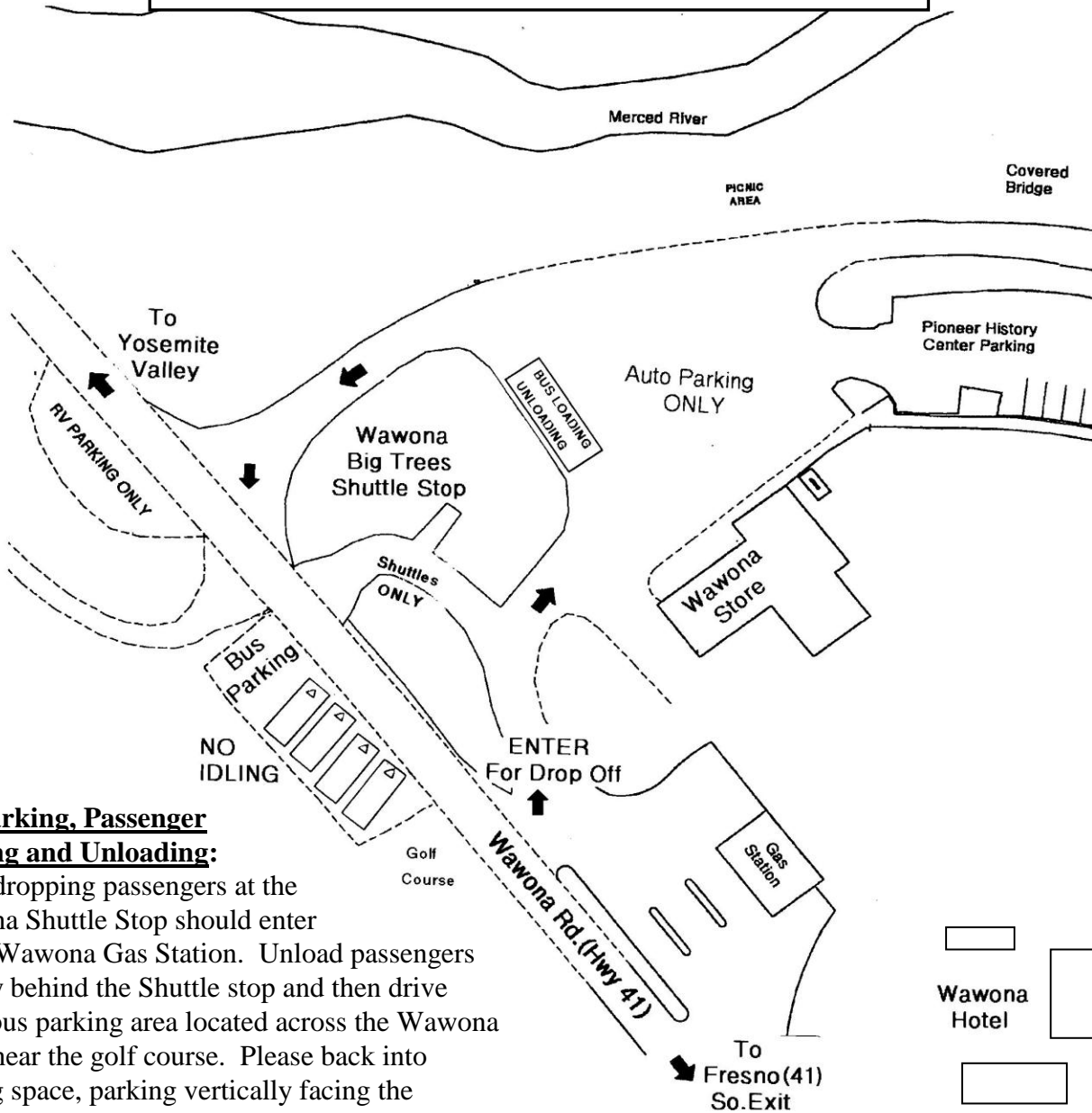
POSTED REGULATIONS

Commercial buses must obey all posted regulations and/or directions given by authorized Park Service employees. A more complete listing of restrictions and regulations for Yosemite National Park may be found by referring to your Commercial Use Authorization which must be carried in the bus during your visit to the park.

Yosemite National Park
Office of Special Park Use
209-379-1851 or 1854

WAWONA (Big Trees) FREE SHUTTLE

(To the Mariposa Grove of Giant Sequoias)



Bus Parking, Passenger Loading and Unloading:

Buses dropping passengers at the Wawona Shuttle Stop should enter by the Wawona Gas Station. Unload passengers directly behind the Shuttle stop and then drive to the bus parking area located across the Wawona Road, near the golf course. Please back into parking space, parking vertically facing the road. Passengers should not be allowed to walk across the Wawona Rd. to and from the bus parking area. Bus engines must be shut off, idling is not allowed.

Buses are NOT allowed to park along Forest Drive.

The free **Wawona (Mariposa Grove-Big Trees) Shuttle** buses typically run from mid-April through mid-October. Early and late season shuttles may only be available on weekends. Passengers are boarded on a first-come first-serve basis. Groups may have to be separated onto two different shuttle buses. Groups with Big Tree Tram Tour reservations should arrive at the shuttle location approximately 1 hour prior to their tour time. The trip from the Wawona Shuttle Stop to the Mariposa Grove takes approximately 30 minutes. It is suggested that you allow a minimum of three hours for the round trip to the Grove, including the tour. For Wawona Shuttle Bus Schedule information and/or the Big Trees Tram Tour reservations you may call **209-375-1621**. Groups dining at the Wawona Hotel, who have Big Tree Tram Tour Reservations, should contact the Tram Tour Director at the same number regarding the availability of shuttle pick up at that location.

Tuolumne Grove Parking Area

Bus Parking Is Not Recommended Due To Limited Parking Space. While not recommended for this area, Buses and Mini-buses will be allowed to park ONLY in the overflow parking area, located along the access road on the south side of the of the main parking lot. Parking is allowed ONLY if space is available and when parking does not interfere with the flow of traffic along the access road. Drivers may be cited if their vehicle is parked in the main lot, hinders traffic or blocks access along the road.

